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7 **IN THE UNITED STATES DISTRICT COURT**  
8 **FOR THE MIDDLE DISTRICT OF NORTH CAROLINA**

9 Hassie-Demond Nowlin  
10 Plaintiff.

Case No. 1:11 CV443

11 v-

12 LANDSAFECREDIT INC.;  
13 Defendant.

14 **COMPLAINT**

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16 Plaintiff, **Hassie-Demond Nowlin**, hereby sues Defendant, LANDSAFECREDIT INC.;  
17 and alleges:

18 **PRELIMINARY STATEMENT**

19 1. This is an action for damages brought for damages for damages for violations of the  
20 Fair Credit Reporting Act (FCRA) 15 U.S.C. §1681 *et seq.*

21 **JURISDICTION AND VENUE**

22 2. The jurisdiction of this Court is conferred by 15 U.S.C. §1681p.

23 3. Venue is proper in this Circuit pursuant to 28 U.S.C. §1391b.

24 4. This is an action for damages which do not exceed \$5,000.00.

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26 5. Plaintiff, **Hassie-Demond Nowlin**, is a natural person and is a resident of the State of  
27 nORTH Carolina.

28 6. Defendant, LANDSAFECREDIT INC., is a California Corporation, authorized to do  
29 business in North Carolina.

30 7. All conditions precedent to the bringing of this action have been performed, waived or  
excused.

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4 **FACTUAL ALLEGATIONS**

5 8. On July 9, 2009, LANDSAFECREDIT INC. initiated a hard pull of Plaintiff's credit  
6 report from Equifax Trans union and Experian without permissible purpose, thereby reducing his  
7 credit score.

8 9. On July 9, 2009, LANDSAFECREDIT INC initiated a soft pull of Plaintiff's credit  
9 report from Equifax Trans union and Experian without permissible purpose.

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11 **COUNT I**  
12 **VIOLATION OF FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C. §1681**  
13 **WILLFUL NON-COMPLIANCE BY DEFENDANT LANDSAFECREDIT INC.**

14 10. Paragraphs 1 through 9 are realleged as though fully set forth herein.

15 11. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. §1681a(c).

16 12. LANDSAFECREDIT INC. is a furnisher of information within the meaning of the  
17 FCRA, 15 U.S.C. §1681s-2.

18 12. LANDSAFECREDIT INC. willfully violated the FCRA. Defendant's violations  
19 include, but are not limited to, the following:

20 (a) LANDSAFECREDIT INC. willfully violated 15 U.S.C. §1681b(f) by obtaining  
21 Plaintiff's consumer report without a permissible purpose as defined by 15 U.S.C.  
§1681b.

22 WHEREFORE, Plaintiff demands judgment for damages against LANDSAFECREDIT  
23 INC. for actual or statutory damages, and punitive damages, attorney's fees and costs, pursuant  
24 to 15 U.S.C. §1681n.

25 **COUNT II**  
26 **VIOLATION OF FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C. §1681**  
27 **NEGLIGENT NON-COMPLIANCE BY DEFENDANT LANDSAFECREDIT INC.**

28 13. Paragraphs 1 through 9 are realleged as though fully set forth herein.

29 14. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. §1681a(c).

30 15. LANDSAFECREDIT INC. is a furnisher of information within the meaning of the  
FCRA, 15 U.S.C. §1681s-2.

1 16. LANDSAFECREDIT INC. negligently violated the FCRA. Defendant's violations  
2 include, but are not limited to, the following:

3 (a) LANDSAFECREDIT INC. negligently violated 15 U.S.C. §1681b(f) by obtaining  
4 Plaintiff's consumer report without a permissible purpose as defined by 15 U.S.C.  
§1681b.

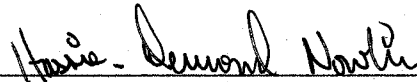
5 WHEREFORE, Plaintiff demands judgment for damages against LANDSAFECREDIT  
6 INC. for actual damages, and attorney's fees and costs, pursuant to 15 U.S.C. §1681o.

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12 **DEMAND FOR JURY TRIAL**

13 Plaintiff hereby demands a trial by jury of all issues so triable as a matter of law.

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15 Dated: May 22, 2011

16 Respectfully submitted,

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19 Hassie-Demond Nowlin  
20 c/o 2020 Anthony Court  
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23 (336)327-5716  
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